

MAY 26 2005

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TERMINAL DISCLAIMER TO OBLIVIATE A DOUBLE PATENTING REJECTION
OVER A PRIOR PATENTDocket Number (Optional)
94-1DIV2CON2RCE

In re Application of Schultz et al.	
Application Number 10/074,745	Filed 2/11/02
For Combinatorial Synthesis And Screening Of Non-Biological Polymers	
Group Art Unit	Examiner

The owner*, Symyx Technologies, Inc. and The Regents of the University of California Berkeley, of one hundred (100) percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173 as shortened by any terminal disclaimer, of prior U.S. Patent Nos. 6,004,617; 6,346,290; 6,794,052; and 6,864,201. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Check either box 1 or 2 below, if appropriate.

1. For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

2. The undersigned is an attorney of record.

May 23, 2005
Date


Signature

05/27/2005 RHEBRAINT 00000010 500496 10074745

Paul A. Stone 38,628
Typed or printed name Reg. No.

02 FC:1814

130.00 DA

Terminal disclaimer fee under 37 CFR 1.20(d) is estimated to be \$110.00. Please charge the required fee to Deposit Account No. 50-0496. A copy of this sheet is enclosed for accounting purposes.

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

* Statement under 37 CFR 3.73(b) is required if terminal disclaimer is signed by the assignee (owner).
Form PTO/SB/96 may be used for making this certification. See MPEP § 324.

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231. Terminal Disclaimer Double Patenting (Patent) 94-1DIV2CON2RCE.doc

ASSIGNMENTU.C. Case No. LBL IB1069

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S),

1. Peter G. Schultz 2. Xiaodong Xiang
 3. _____ 4. _____

hereby sells, assigns and transfers to ASSIGNEE, The Regents of the University of California, a California Corporation, having its statewide administrative offices located 300 Lakeside Drive, 22nd Fl., Oakland, CA 94612-3550, and the successors, assigns and legal representatives of the ASSIGNEE all of its right, title and interest for the United States and its territorial possessions and in all foreign countries in and to, any and all improvements which are disclosed in the invention entitled:

THE COMBINATORIAL SYNTHESIS OF NOVEL MATERIALS

and which is found in

(a) _____ U.S. patent application executed on _____
 entitled as above and listing the above-named persons as inventors

(b) X U.S. application serial no. 08/327,513, filed on October 18, 1994

(c) _____ U.S. Patent No.: _____, issued _____

and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, continuation-in-part, extension or substitute thereof, and any reissue, reexamination or extension of said Letters Patent and all rights under all International Conventions for the Protection of Industrial Property;

ASSIGNOR(S) hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR(S) further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation, or proceeding relating thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof. An attorney of record is authorized and requested by the execution of this assignment to insert into this assignment the filing date and serial number of said application when officially known.

AND the ASSIGNOR(S) requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States and any reissue or extension thereof to the ASSIGNEE, The Regents of the University of California.

executed this

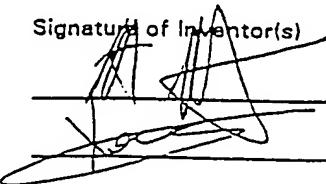
17th day of March, 1995

22nd day of March, 1995

____ day of _____, 19_____

____ day of _____, 19_____

Signature of Inventor(s)



Attorney Docket No. 14939-4

ASSIGNMENT OF PATENT APPLICATION

JOINT

WHEREAS, Peter G. Schultz of 4616 Rising Hill Court, Oakland, California 94619, Xiaodong Xiang of 215 Kevington Place, Alameda California 94502, and Isy Goldwasser of 435 Encinal Avenue, Apt. C, Menlo Park, California 94502, hereinafter referred to as "Assignors," are the inventors of the invention described and set forth in the below identified application for United States Letters Patent:

Title of the Invention: THE COMBINATORIAL SYNTHESIS OF NOVEL MATERIALS

Date(s) of execution of Declaration: December 22, 1994

Filing date: October 18, 1994 Serial No.: 08/327,513; and

WHEREAS, Peter G. Schultz and Xiaodong Xiang have assigned their rights to the above invention to The Regents of the University of California pursuant to the Assignment submitted concurrently herewith; and

WHEREAS, Isy Goldwasser, hereinafter referred to as "Assignor," by virtue of this assignment, hereby assigns all right to the above invention to Symyx Technologies.

WHEREAS, Symyx Technologies, a California corporation, located at Symyx Technologies, 4005 Miranda Avenue, Suite 180, Palo Alto, California 94304, hereinafter referred to as "Assignee," is desirous of acquiring an interest in the invention and application and in any Letters Patent and Registrations which may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents do assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Date: March 28, 1995


Isy Goldwasser

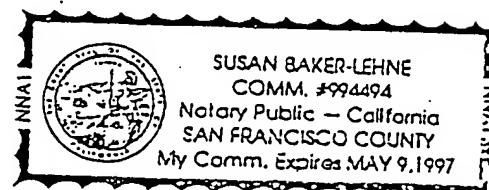
STATE OF California

COUNTY OF San Francisco

On March 28, 1995, before me, Susan Baker-Lehne (here insert name and title of the officer), personally appeared Isy Goldwasser, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, execute the instrument.

WITNESS my hand and official seal.

Signature Susan Baker-Lehne (Seal)



14939-4.asi
ASSIGN.MRG 5/94

ASSIGNMENT

LBNL Case No.: 1069 Symyx Ref.: 94-1

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S)

1. Kai-An WANG

hereby sells, assign(s) and transfer(s) to ASSIGNEE, The Regents of The University of California, a California Corporation, having its statewide administrative offices located at 1111 Franklin Street, 12TH Floor, Oakland, CA 94607-5200 and the successors, assigns and legal representatives of the ASSIGNEE all of its right, title and interest for the United States and its territorial possessions and in all foreign countries in and to, any and all improvements which are disclosed in the invention entitled:

COMBINATORIAL SYNTHESIS OF NOVEL MATERIALS

and which is found in

U.S. Patent No. 5,985,356, issued November 16, 1999

and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, continuation-in-part, extension or substitute thereof, and any reissue, reexamination or extension of said Letters Patent and all rights under all International Conventions for the Protection of Industrial Property;

ASSIGNOR(S) hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR(S) further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation, or proceeding relating thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof. Any attorney of record is authorized and requested by the execution of this assignment to insert into this assignment the filing date and serial number of said application when officially known.

AND the ASSIGNOR(S) requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States and any reissue or extension thereof to the ASSIGNEE, The Regents of The University of California.

executed this:

18th day of April, 2002

Signature of Inventor(s)


Kai-An WANG

ASSIGNMENT

LBNL Case No.: 1069 Symyx Ref.: 94-1

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S)

1. Xiao-Dong SUN

2. Gabriel BRICEÑO

hereby sells, assign(s) and transfer(s) to ASSIGNEE, The Regents of The University of California, a California Corporation, having its statewide administrative offices located at 1111 Franklin Street, 12TH Floor, Oakland, CA 94607-5200 and the successors, assigns and legal representatives of the ASSIGNEE all of its right, title and interest for the United States and its territorial possessions and in all foreign countries in and to, any and all improvements which are disclosed in the invention entitled:

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AND the ASSIGNOR(S) requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States and any reissue or extension thereof to the ASSIGNEE, The Regents of The University of California.

executed this:

Signature of Inventor(s)

____ day of _____, 2002

Xiao-Dong SUN

11th day of September, 2002

Gabriel BRICENO

ASSIGNMENT

LBNL Case No.: 1069 Symyx Ref.: 94-1

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S)

1. Xiao-Dong SUN

2. Gabriel BRICEÑO

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AND the ASSIGNOR(S) requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States and any reissue or extension thereof to the ASSIGNEE, The Regents of The University of California.

executed this:

Signature of Inventor(s)

27 day of Oct, 2002


Xiao-Dong SUN

day of _____, 2002


Gabriel BRICEÑO